

MICHAEL J. GARCIA
United States Attorney for the
Southern District of New York
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Assistant United States Attorney
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08 CIV 54437
JUDGE SWAIN
COPY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
UNITED STATES OF AMERICA,

Plaintiff,

- v. -

ANTHONY ANYANWU,

Defendant.
-----X

JUN 16 2008
U.S.D.C. S.D.N.Y.
CHAMBERS
VERIFIED COMPLAINT

08 Civ.

Plaintiff United States of America (the "United States"), by and through its attorney, Michael J. Garcia, United States Attorney for the Southern District of New York, alleges upon information and belief that:

1. Jurisdiction is conferred on this Court pursuant to 28 U.S.C. § 1345.
2. Defendant Anthony Anyanwu (the "defendant") resides at 901 Walton Avenue, Apt. 1A, Bronx, NY 10452-9510, within the Southern District of New York.

FIRST CAUSE OF ACTION

3. Defendant applied for and received a student loan from the lender whose name is set out in the defendant's promissory note(s) evidencing the loan, copies of which are annexed hereto as Exhibit A and incorporated herein.
4. Defendant defaulted on said note(s) and owes the amount said note(s) and

interest.

5. The United States is the assignee and present holder of said note(s).

6. The amount due and owing plaintiff by defendant on said note(s) is \$19,711.84, plus interest in the amount of \$4,067.55, as of June 13, 2008, with interest accruing thereafter at the rate of 7.22 percent per annum. A Certificate of Indebtedness from the United States Department of Education is annexed hereto as Exhibit B and incorporated herein.

SECOND CAUSE OF ACTION

7. Plaintiff repeats and realleges the allegations contained in paragraphs numbered one through six.

8. Plaintiff insured the aforementioned note(s) pursuant to Title IV of the Higher Education Act of 1965, Public Law 89-329.

9. The lender made an insurance claim on the United States for the amount of the lender's loss arising from the defendant's default on said note(s), which claim has been paid by the United States to the lender.

10. Plaintiff is entitled to be indemnified by defendant in the amount of \$23,779.39 as of June 13, 2008, with interest accruing thereafter at the rate of 7.22 percent per annum.

WHEREFORE, plaintiff demands judgment against defendant in the amount of \$23,779.39 plus interest as provided by law to the date of judgment and interest from the date of judgment at the legal rate until paid in full, together with costs and disbursements and for such other and further relief as this Court deems just and proper.

Dated: New York, New York

June 16, 2008

MICHAEL J. GARCIA
United States Attorney for the
Southern District of New York
Attorney for the Plaintiff

By:



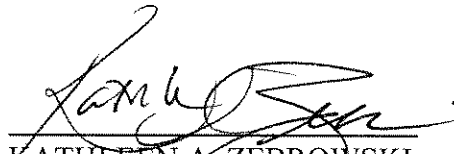
KATHLEEN A. ZEBROWSKI

Assistant United States Attorney
86 Chambers Street
New York, New York 10007
Telephone No.: (212) 637-2710

VERIFICATION

STATE OF NEW YORK)
COUNTY OF NEW YORK : ss.:
SOUTHERN DISTRICT OF NEW YORK)

KATHLEEN A. ZEBROWSKI, being duly sworn, deposes and says that she is an Assistant United States Attorney in the office of Michael J. Garcia, United States Attorney for the Southern District of New York, that she has read the foregoing complaint, and that the same is true and accurate to the best of her knowledge and belief.


KATHLEEN A. ZEBROWSKI
Assistant United States Attorney

Sworn to before me this 16th
day of June 2008



NOTARY PUBLIC
Maria A. Cotto
Notary Public, State of New York
No. 01CO5064894
Qualified in Bronx County
Commission Expires 8/26/2010

EXHIBIT A

Direct Loans

William D. Ford Federal Direct Loan Program

Master Promissory Note William D. Ford Federal Direct Loan Program

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form shall be subject to penalties which may include fines, imprisonment, or both, under the U.S. Criminal Code and 28 U.S.C. 1067.

OBM No. 1845-0007
Form Approved
Exp. Date 08/31/2002

Federal Direct Stafford/Ford Loan Federal Direct Unsubsidized Stafford/Ford Loan

SECTION A: TO BE COMPLETED BY THE BORROWER-----

1. Driver's License State and Number

2. Social Security No.

3. E-mail Address

149-86-6371

aanyanwu@law.harvard.edu

4. Name and Address (street, city, state, zip code)

5. Date of Birth 04/16/1964

ANYANWU, ANTHONY C.
872 GERARD AVE.
BRONX, NY 10452

<- Last, First, M.I.

6. Area Code/Telephone No.
(617) 493-9795

7. References: You must list two persons with different U.S. addresses who have known you for at least three years. The first reference should be a parent or legal guardian.

Name	1. OFFIONA Anyanwu	2. Kelechi Amagike
Permanent Address	13-21 Perry St Terrace	56 East 161 St.
City, State, Zip Code	Cambridge MA 02138	Brnx NY 10451
Area Code/Telephone Number	(617) 864-0587	(917) 679 1440
Relationship to Borrower	wife	friend

8. Requested Loan Amount: I request a total amount of subsidized and unsubsidized loans under this Master Promissory Note not to exceed the allowable maximums under the Higher Education Act. My school will notify me of type(s) and amount(s) of loan(s) that I am eligible to receive. I may decline a loan or request a lower amount by contacting my school. Additional information about my right to cancel or reduce my loan is included in the Borrower's Rights and Responsibilities statement and Disclosure Statements that have been or will be provided to me.

SECTION B: TO BE COMPLETED BY THE SCHOOL-----

9. School Name and Address

HARVARD LAW SCHOOL
C/O SLO, 580 HOLYOKE CENTER
CAMBRIDGE, MA 02138

10. School Code/Branch
E00471

11. Identification No.

149866371-M-03-E00471-0-01

Borrower Certifications and Authorizations

Read carefully before signing below.

12. I declare under penalty of perjury that the following is true and correct:

- I certify that the information I have provided on this Master Promissory Note and as updated by me from time to time is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
- I certify that I will immediately repay any loan proceeds that cannot be attributed to educational expenses for attendance on at least a half-time basis at the school that certified my loan eligibility.
- I certify that I do not now owe a refund on a Federal Pell Grant, Supplemental Educational Opportunity Grant, or a State Student Incentive Grant and that I am not now in default on any loan received under the Federal Perkins Loan Program (including NDSL loans), the Federal Direct Loan Program (Direct Loans), or the Federal Family Education Loan Program (FFELP) or, I have made satisfactory repayment arrangements on the defaulted loan.

13. For all Direct Subsidized and Direct Unsubsidized Loans (as described in the additional Note provisions and the Borrower's Rights and Responsibilities statement) I receive under this Master Promissory Note, and for certain other loans as described below, I make the following authorizations:

- I authorize my school to certify my eligibility for loans under this Master Promissory Note.

- I authorize my school to credit my loan proceeds to my student account.
- I authorize my school to pay to the U.S. Department of Education (ED) any refund that may be due up to the full amount of the loans.
- I authorize ED to investigate my credit record and report information concerning my loan status to persons and organizations permitted by law to receive such information.
- Unless I notify ED differently, I request and authorize ED to: (i) during the in-school and grace periods of any loans made under this Note, defer and align the repayment of principal on all of my Direct Loans that are in repayment status; and (ii) add interest which I must pay that accrues on all my Direct Loans to the principal balance of such loans ("capitalization") including such loans made under this Note during periods of forbearance and, for unsubsidized loans, during in-school, grace, and deferment periods, as provided under the Act. "Capitalization" will increase the principal balance on my loans and the total amount of interest cost I incur.
- I authorize the release of information pertinent to my loans: (i) by the school and ED, to the references on the applicable loans and to members of my immediate family unless I submit written directions otherwise; and, (ii) by and among my schools, lenders, guarantors, the U.S. Department of Education, and their agents.

Promise to Pay

RECEIVED APR 28 2003

14. I promise to pay to the U.S. Department of Education all sums disbursed (hereafter "loan" or "loans") under the terms of this Master Promissory Note (hereafter "Note"), plus interest and other charges and fees that may become due as provided in this Note. I understand that multiple loans may be made to me under this Note. I understand that by accepting any disbursements issued at any time under this Note, I accept the obligation to repay the loans. I understand I may cancel or reduce the amount of any loan by refusing to accept or by returning all or a portion of any disbursement that is issued. I may pay interest that accrues on my Federal Direct Unsubsidized Stafford/Ford Loans during in-school, grace, and deferment periods, or may allow it to accumulate and be added to the principal balance of such loans. If I fail to make any payment on any loan made under this Note when due, I will also pay reasonable collection costs, including but not limited to attorney's fees, court costs, and other fees. I will not sign this Note before reading it, including the writing on the reverse side, even if otherwise advised. I am entitled to an exact copy of this Note and the Borrower's Rights and Responsibilities statement. My signature certifies I have read, understand, and agree to the terms and conditions of this Note, including the Borrower Certifications and Authorizations printed above, the Notice on the reverse side, and the accompanying Borrower's Rights and Responsibilities statement.

I UNDERSTAND THAT I MAY RECEIVE ONE OR MORE LOANS UNDER THIS MASTER PROMISSORY NOTE, AND THAT I MUST REPAY SUCH LOAN(S).

15. Borrower's Signature

Anthony C. Anyanwu
Anthony C. Anyanwu

16. Today's Date (Month/Day/Year) April 14 2003

Additional Note Provisions follow

EXHIBIT B

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Anthony C. Anyanwu
901 Walton Ave. Apt. 1A
Bronx, NY 10452-9510
Account No. XXXXX6371

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 01/28/08.

On or about 04/14/03, the borrower executed master promissory note(s) to secure loan(s) (hereafter "loan") from the U.S. Department of Education. This loan was disbursed for \$8,628.00 and \$10,150.00 on 04/24/03, at a variable rate of interest to be established annually. The loan was made by the Department under the William D. Ford Federal Direct Loan Program under Title IV, Part D of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087a et seq. (34 C.F.R. Part 685). The Department demanded payment according to the terms of the note, and the borrower defaulted on the obligation on 11/25/05. Pursuant to 34 C.F.R. § 685.202(b), a total of \$933.84 in unpaid interest was capitalized and added to the principal balance.

The Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$19,711.84
Interest:	\$3,534.82
Total debt as of 01/28/08:	\$23,246.66

Interest accrues on the principal shown here at the current rate of 7.22 percent and a daily rate of \$3.90 through June 30, 2008, and thereafter at such rate as the Department establishes pursuant to Section 455(b) of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087e.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 3/10/08


Alberto Francisco
Loan Analyst
Litigation Support